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November 28, 2017

VIA, ELECTRONIC FILING

The Honorable Jocelyn Boyd
Chief Clerk and Administrator
The Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

Re: ● Docket 2017-281-E
● Motion to Maintain Status Quo

Ms. Boyd:

Enclosed for filing in the above-referenced Docket, please find the Cover Sheet, the Motion to Maintain Status Quo and Certificate of Service.

Please notify the undersigned if you there is anything else you may need.

Respectfully Submitted,

/s/ _____
Richard L. Whitt

RLW/cas

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2017-281-E**

IN RE: Shorthorn Solar, LLC; Rollins Solar, LLC;)	
Juniper Solar, LLC; Meslam Solar, LLC;)	
Culpepper Solar, LLC; Ashley Solar, LLC;)	
Jefferson Solar, LLC; Madison Solar, LLC;)	
Fairfield Solar, LLC; Bell Solar, LLC;)	
Webster Solar, LLC; B&K Solar, LLC;)	
GEB Solar, LLC; Ross Solar, LLC;)	
Summerton Solar Farm, LLC;)	
Clarendon Solar Farm, LLC;)	MOTION TO MAINTAIN STATUS
Azalea Solar LLC; Cardinal Solar LLC;)	QUO
Sunflower Solar LLC; Cosmos Solar LLC;)	
Zinnia Solar LLC; Chester PV1, LLC;)	
Ninety-Six PV1, LLC; Newberry PV1, LLC;)	
Bradley PV1, LLC; Jonesville PV1, LLC;)	
Ft. Lawn PV1, LLC; Mt. Croghan PV1, LLC;)	
Whitetail Solar, LLC; Rhubarb One LLC;)	
Cotton Solar, LLC; and Shorthorn Holdings,)	
LLC,)	
)	
Complainants/Petitioners,)	
)	
v.)	
)	
Duke Energy Carolinas, LLC and)	
Duke Energy Progress, LLC,)	
)	
Defendants/Respondents.)	

INTRODUCTION

The Southern Current LLC's Projects; the Adger Solar, LLC's Projects; and the National Renewable Energy Corporation Projects, (hereinafter together referred to as, "Movants") hereby move the Public Service Commission of South Carolina ("Commission"), to maintain the status quo between Complainants/Petitioners and Defendants/Respondents, inclusive as of the date of this filing, going forward and relating back to the date of the filing of the Complaint in this matter.

MOTION TO MAINTAIN STATUS QUO

Movants move this Commission to maintain the status quo, between the Movants and Defendants, inclusive as of the date of this filing, going forward and relating back to the date of the filing of the Complaint in this matter. The Movants have, *inter alia*, (i) Contract deadlines with Defendants that will expire on, and after, this date (ii) Contract milestones (iii) queue positions and (iv) interconnection Agreement payments that have, or will accrue, or that will become due after the date of the filing of the Complaint in this matter and Movants file this Motion to preserve those stated items and Movants' rights, in general.

The ground for this Motion is that Movants allege in this Complaint Docket, that the Defendants are acting in bad-faith in declaring an arbitrary Power Purchase Agreement, ("PPA"), term of only five years, which makes solar projects in Defendants' territories, unfinanceable. It would be unfair for Movants to lose Contract rights or queue position, or forfeit substantial payments, because of Defendants' improper limitation on PPA terms and because Movants argue that Defendants' queue is not in compliance with guidelines and Defendants' use of PPAs with only a five year term, is designed to help Duke reduce or purge its backlogged queue.

Particulars of Request to Maintain Status Quo.

Because Duke has informed the solar developer community that Duke only intends to offer unfinanceable, 5 year term PPAs, on a going-forward basis, Movants request to maintain the status quo, means that this Commission should hold that Duke cannot, as of the date of the filing of the Complaint in this Docket, enforce Contracts/rights/deadlines/payments against Movants, by forcing Movants and others, to enter into unfinanceable, 5 year term PPAs.

Facts/Effect on Specific Contracts/Rights/Deadlines/Payments.

Because Duke has informed the solar developer community that on a going-forward basis Duke will only offer PPAs with a 5 year term, Duke's decision will preclude the projects' ability to comply with performance assurances and other payments required under all PPAs and Interconnection Agreements, which will affect queue positions. Complainants/Petitioners contention is the subject matter of this Complaint Docket, and the Motions to Maintain Status Quo. Therefore, the specific Contract/rights/deadlines/payments are at issue in all PPAs, Interconnection Agreements and related documents, because of Duke's bad-faith decision to only offer unfinanceable, 5 year PPA term Agreements.

Bad-Faith by Duke – Violation of Commission Order.

The grounds for the Motion include Movants' allegations in this Complaint Docket that Duke is acting in bad-faith in declaring an arbitrary PPA **term of only five years, which makes solar projects in Duke's territories unfinanceable**. Duke is under a specific Order from this Commission to negotiate in good-faith in its purchase of electrical energy. *See* Commission Order No. 85-347, dated August 2, 1985, Docket No. 80-251-E. Duke arbitrary decision to only offer unfinanceable, 5 year PPA Terms in South Carolina, shows that Duke is not acting in good-faith and its actions are violative of the specific Commission Order described above. Duke's queue is admitted to be backlogged and Duke's recent decision to only offer unfinanceable, 5 year PPA terms in South Carolina is moreover a pretextual move to purge or eliminate Duke's backlogged queue by offering a short PPA term that will make solar projects in South Carolina, unfinanceable.

Notice of Disputes.

Factually, Complainants/Petitioners sought and received a written clarification from Duke that Notice of Disputes were not required because Duke's actions, in offering an unfinanceable, 5 year PPA term was a general policy, affecting all solar projects in Duke's territories.

WHEREFORE, the Movants, based on the foregoing, move to maintain the status quo, between the Movants and Defendants, inclusive as of the date of this filing, going forward and relating back to the date of the filing of the Complaint in this matter. The above-referenced Movants respectfully request that the relief sought in this Motion be granted. And for such other and further relief as this Commission may deem just and proper.

This 28th day of November, 2017.

[Signature Page Follows]

Respectfully Submitted,

/s/

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November 28, 2017
Columbia, South Carolina

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2017-281-E**

IN RE: Shorthorn Solar, LLC; Rollins Solar, LLC;)
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 Jefferson Solar, LLC; Madison Solar, LLC;)
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 Bradley PV1, LLC; Jonesville PV1, LLC;)
 Ft. Lawn PV1, LLC; and)
 Mt. Croghan PV1, LLC,)

CERTIFICATE OF SERVICE

Complainants/Petitioners,)

v.)

Duke Energy Carolinas, LLC and)
 Duke Energy Progress, LLC,)

Defendants/Respondents.)

I, Carrie A. Schurg, an employee of Austin & Rogers, P.A., certify that I have served the Docket Cover Sheet, Motion to Maintain Status Quo and this Certificate of Service, via electronic mail on November 28, 2017, as indicated below.

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/s/ _____
Carrie A. Schurg

November 28, 2017
Columbia, South Carolina